



COMMONWEALTH of VIRGINIA

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Department of Information Technology

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TDD VOICE - TEL. NO.
371-8076

April 5, 2001

Dear Vendor:

You are invited to submit a proposal in accordance with the requirements set forth in the attached Request for Proposals (RFP). This RFP is issued by the Department of Information Technology (DIT). The Commonwealth requests proposals from vendors seeking to provide an Audio Bridge to the Department of Information Technology.

The original proposal, signed by your contractually binding authority, with five (5) additional copies, must be received by the Issuing Office not later than 4:00 p.m. April 26, 2001. The Commonwealth will not pay for the information requested and reserves the right to reject any and all proposals received. All inquiries related to this RFP must be submitted in writing to:

Commonwealth of Virginia
Department of Information Technology
110 South Seventh Street - East Lobby
Richmond, Virginia 23219
Attention: Doug Crenshaw

Inquiries must be received by the close of business, April 17, 2001. Mark envelopes "Questions concerning RFP 2000-44". E-mail is preferable, at dcenshaw@dit.state.va.us. Verbal inquiries are discouraged, and answers to verbal inquiries are not considered to be binding.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Dodson", with a long horizontal flourish extending to the right.

Paul Dodson, Director
Acquisition Services Division

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF INFORMATION TECHNOLOGY
REQUEST FOR PROPOSALS

FOR

AN

Audio Conference Bridge

RFP 2000-44

ISSUED

April 5, 2001

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SECTION 1: PROPOSAL ADMINISTRATION PROCEDURES

1.1 Purpose:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract with one source, through competitive negotiations, for an audio bridge for the Commonwealth of Virginia Department of Information Technology.

This RFP provides the basis upon which the Offeror's proposals will be evaluated and services procured.

1.2 Scope:

This document contains the instructions governing the proposal to be submitted, the format in which proposals are to be submitted, and the material to be submitted as part of the proposal. Also included are evaluation criteria and contractual terms and conditions.

1.3 Issuing Office

Commonwealth of Virginia
Department of Information Technology
Acquisition Services Division
110 South Seventh Street – Lobby Floor
Richmond, Va. 23219
Attention: Doug Crenshaw
dcrenshaw@dit.state.va.us

1.4 Issuing Date

This request is being issued April 5, 2001

1.5 Closing Time and Date

ALL PROPOSALS MUST BE RECEIVED AT THE ISSUING OFFICE NO LATER THAN 4:00 P.M. LOCAL TIME, **APRIL 26, 2001.**

1.6 Rules Regarding Late Proposals and Modifications

No proposal or modifications to a proposal will be accepted after the closing date and time. Offeror may use any means of delivery but it is the responsibility of the Offeror to allow adequate time for delivery to the appropriate office. Proposals and modifications received after closing will be returned unopened.

1.7 Registered Offerors:

PROPOSALS WILL NOT BE CONSIDERED IF THE OFFEROR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the Proposal Award Date in order for your proposal to be considered. Check the ASD website at <http://asd.state.va.us>, or call (804) 371-5900 to request a registration form.

The Offeror's Federal Identification Number (FIN) should be entered here: _____

1.8 News Releases:

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Issuing Office. **FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE OFFEROR BEING DISQUALIFIED.**

1.9 Optional Site Visit:

An optional site visit will be allowed to any offeror making such a request. Please contact Doug Crenshaw at dcrenshaw@dit.state.va.us, or at (804) 371-5993 by April 16, 2001 to arrange a visit.

1.10 Offeror Understanding of Requirements:

It is the Offeror's responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the Offeror. All verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. All inquiries concerning this RFP should be submitted in writing to:

Mr. Doug Crenshaw
Department of Information Technology
Acquisition Services Division
110 South 7th Street - Lobby Floor
Richmond, Virginia 2321

All written inquiries must be received by the Issuing Office on or before the close of business April 17, 2001. E-mail is preferred, to the attention of dcrenshaw@dit.state.va.us. Facsimiles are acceptable at (804) 371-5969. No further written inquiries will be accepted after that date. Answers to all questions will be posted to the ASD website address listed in Section 1.22.

1.11 Procurement Policies and Procedures:

Data processing procurement activity conducted by the Commonwealth of Virginia is governed by provisions of the Virginia Public Procurement Act and guided by provisions of the Commonwealth of Virginia Vendor's Manual, December, 1998. The provisions of this RFP are intended to conform to applicable policies and procedures contained in the aforementioned MANUAL. In the event that an Offeror should perceive a provision of this RFP to be at variance with a provision of the MANUAL, OFFERORS ARE DIRECTED TO REGARD THE RFP PROVISION AS PREVAILING.

1.12 Identification of Proposals:

All proposals shall be clearly marked on the outside cover of all envelopes, boxes, or packages:

From: Name of Offeror
 Street or P.O. Box Number
 City, State, Zip Code
 Due Date: **April 26, 2001** Time: NLT 4:00 p.m. (Local time)
 RFP Number 2000-44

The proposals must be individually labeled with their contents. Note: The technical and cost proposals must be submitted in separate, sealed packages with the appropriate label, i.e., "Technical Proposal" or "Cost Proposal".

1.13 Proposal Format:

The proposals should be organized in the exact order in which the requirements are presented in the RFP and should be page numbered. The proposal should contain a table of contents which cross-references the RFP requirement and the specific page of the response in your proposal. Each paragraph in the proposal should correspond to and reference the paragraph number in the corresponding section of the RFP. The Offeror should repeat the paragraph number, sub-letter, and text of the requirement as it is presented in the RFP. If a response covers more than one page, the Offeror should repeat the paragraph number at the top of the subsequent page. Proposals that are not organized in this manner may be eliminated from consideration for failing to specifically address the technical and contractual requirements.

Offerors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal preparation and subsequent evaluation process:

- a. The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- b. All proposed items should be identified as to whether they are in response to mandatory or desirable requirements. Each response to a mandatory item in the proposal must contain a detailed description of how the Offeror's proposed solution meets the requirement.
- c. Regardless of whether or not an evaluated feature is being proposed, all evaluated features should be identified as to their availability and associated costs.

The proposal is to be delivered in two parts, each in a separate envelope. The first is the descriptive, or "technical" portion, which addresses the requirements of this solicitation. The second is the cost portion. PLEASE MARK THE COVER OF THE ENVELOPE EITHER "TECHNICAL PROPOSAL" OR "COST PROPOSAL". The cover sheet of the proposal must be signed by the Offeror's contractually binding authority, and must be turned in to the issuing Agency with the proposal. The technical proposal must contain the full name and address of every company bearing an interest in the proposal. There are to be an original and five (5) copies of the technical proposal submitted. Only ONE COPY of the cost proposal is required.

Offerors are also requested to provide at least two (2) copies of any additional product descriptions and supportive material in separate binders.

1.14 Definition of "Mandatory" Requirements and "Desirable" Features:

Mandatory Requirements:

All mandatory requirements must be met in order for any proposal to be considered. The Offeror must respond to the mandatory section identifying if he or she can fulfill the requirements and how the proposed system will function. Substantiation to responses must be provided. The Commonwealth has established guidelines for offerors governing the interpretation of RFP requirements. The use of "shall" or "must" in this RFP or its official amendments indicates a requirement or condition that is mandatory (mandatory requirement), and shall not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth except as follows.

The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive minor informalities. The Commonwealth reserves the right to remove any mandatory requirement or condition after receipt of proposals if, in its sole judgment, the requirement cannot be met by the entire group of offerors. Removal of a mandatory requirement for such cause shall not affect the remainder the mandatory requirements of the solicitation. Notice of such removals would be posted.

Desirable Features:

There are a number of features that are considered desirable. Desirable Features are those that enhance the overall system and performance and are not considered mandatory. Desirable Features are important to the user in selecting a Contractor, but in order to permit Offerors to meet the requirements creatively, they are not specified as strictly mandatory requirements. Offeror responses to desirable services should meet stated goals, objectives, or performance characteristics and identify how the proposed system meets the stated requirement. However, failure of an Offeror to meet desirable requirements is not disqualifying. Proposals that provide more of the desirable features or meet them more effectively than another proposal will be given stronger consideration in vendor selection.

1.15 Proprietary Information:

Trade secrets or proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of Code of Virginia, Section 11 52D, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR PROPOSAL PRICES AS PROPRIETARY IS NOT ACCEPTABLE AND MAY RESULT IN REJECTION OF THE PROPOSAL.**

FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

1.16 Cost of Proposals:

The Offeror is responsible for all costs of proposal preparation. The Commonwealth is not liable for any costs incurred by an Offeror in response to this RFP.

1.17 Contractor Identification:

Clearly identify the primary (prime) contractor for this proposal. The full name, address, and telephone number of every company bearing an interest in the proposal must be identified within the proposal. In addition, the primary (prime) Contractor must identify a contact person who will serve as the responsible agent for coordinating the efforts and personnel of the Offeror and all subcontractors involved in the proposal to include, but not be limited to, oral presentations, demonstrations, responses to clarifications, and actual management of the project. Please list this individual's name in the cover letter submitted with the proposal.

1.18 Participation In State Procurement Transactions by Small Businesses, and Businesses Owned by Women and Minorities.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and contractual opportunities. Submission of a report for utilizing the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after receipt of Offeror proposals.

Instructions for providing the required information, including definitions, are included as Appendix "A" to this RFP. Forms to assist the Offeror in providing the required information are also included as Appendix "A". You are not required to use the forms so long as the minimum information required is provided in the prescribed format.

1.19 Price Quotations

Price quotations and other time-dependent information contained in proposals shall be valid for a minimum of 120 days following the closing date.

1.20 Contractual Binding:

Proposed Contract Section 7, entitled "Mandatory Terms and Conditions" lists Terms and Conditions that are considered Mandatory and will be included verbatim in any agreement executed by the Commonwealth of Virginia. FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RESULT IN THE OFFEROR'S PROPOSAL BEING EXCLUDED FROM FURTHER CONSIDERATION. THE OFFEROR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AS WRITTEN.

1.21 Rejection of Proposals:

The Commonwealth of Virginia reserves the right to reject any and all proposals received in response to this request.

1.22 ASD Website

The Commonwealth maintains an acquisition website at <http://asd.state.va.us>. Offerors are requested to check this site prior to submitting proposals, in the event the solicitation is amended or extended. ASD has established a web page specifically for this Proposal, and all further information will be posted to that website. Failure to check for amendments does not relieve the Vendor from complying with all terms of any such amendment.

1.23 Oral Presentation/Demonstration:

An oral presentation and or demonstration by the Vendor may be required. All costs incurred by an Offeror to provide oral presentations/demonstrations are the responsibility of the Offeror. This is a fact finding and explanation session only and does not include negotiation.

The Issuing Agency will schedule the time and location of these presentations.

1.24 Evaluation Criteria:

- “Total Evaluated Cost” (ref. Section 6)
- Compatibility with existing telco network (ref. Section 4.1.a.4, 4.1.b.1)
- Integration with DIT’s billing system (ref. Appendix C, 4.1.g.3)
- Percentage of “Desirable Requirements” offered (ref. Section 5)
- “Turnkey” level of offering (ref. Sections 4.1.b, 4.1.o, 4.1.q, 5.i)
- Degree to which on-site troubleshooting and maintenance can be done by existing staff
- Small Business, Women and Minority-Owned Businesses (ref. Appendix A)

1.25 Evaluation Process:

Proposals are evaluated on the basis of the criteria enumerated in the RFP and are scored in accordance with a weighting scheme established and approved prior to the opening of any proposals.

The Commonwealth is not required to furnish a statement of the reasons why a particular proposal was not the most advantageous. Should the Issuing Office determine in writing, and in its sole discretion, that only one Offeror is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that Offeror.

The proposal evaluation process involves, first, the review by a Selection Committee of all proposals received in response to the RFP to ensure that each proposal meets the mandatory requirements. The Proposal is to include a written statement that confirms acceptance of the Mandatory Terms and Conditions. Proposals which have been determined by the Selection Committee to have not met one or more mandatory requirements are excluded from any further consideration, subject to approval by the Review Committee.

The second process in the evaluation of proposals involves each Selection Committee member assigning a score to each of the selection criteria based on his/her personal understanding or interpretation of each of the proposed items. It will be decided at the beginning of the process how scores are to be assigned to each of the criteria (such as from zero to ten with five as average). The full Selection Committee will then meet to discuss the scoring. Members may change their scoring, if they desire.

Preliminary scoring may also be changed by committee members after oral presentations or demonstrations. Final scores are then totaled and multiplied by the weights assigned to arrive at a cumulative score and numerical ranking. The Commonwealth will negotiate with selected Offeror's deemed to be fully qualified and having the highest evaluation scores. Cost scores, based on the Offerer's response in Section #6 (Price Schedule), are re-computed; scores for the other evaluation criteria MAY NOT BE ALTERED. The lowest price received is the basis for the application of the cost scoring formula.

The cost scoring formula for evaluating proposals is:

$$\frac{\text{Lowest Price Offered}}{\text{Price of Offer being Evaluated}} = \% \text{ Factor} \times \text{Max. Available Points} = \text{Points Assigned}$$

Final cost scores are then added to the scores for the other evaluation criteria, and the vendor having the highest total score is selected for further negotiation.

1.26 Review Phase:

A Review Committee, consisting of Commonwealth employees who do not have a direct interest in the selection, will review the selection process and major decisions such as Offeror disqualification, to ensure that the selection was fair and unbiased.

1.27 Contract Negotiations:

After the Selection Committee evaluation, the Commonwealth of Virginia will negotiate further with the selected Offeror(s) to establish a contract. Award of this procurement action is dependent upon the signing of a mutually acceptable contract by both parties. Should the parties fail to agree upon a contract, the Commonwealth, at its sole discretion, will cancel negotiations with the first selected Offeror and proceed with the next acceptable Offeror.

SECTION 2: GENERAL OFFEROR INFORMATION

2.1 Company Contact

Provide the name, title, street address, city, state, zip code, e-mail address, fax and telephone numbers of the primary contact person.

2.2 Client References

Offerors shall obtain a minimum of three (3) written references from commercial and/or government customers. Please use the Offeror Client Reference form provided in Appendix B.

2.3 Offeror Commitment Statements of Deliverables

The Offeror shall provide a letter of transmittal, submitted on Company letterhead, which must accompany both the technical proposal and cost proposals. Include in the letter a statement that identifies all materials and enclosures being forwarded in the proposal. The letter of transmittal must be signed by the person who is authorized to contractually commit the Offeror's organization.

SECTION 3: GENERAL DESCRIPTION OF REQUEST FOR PROPOSAL

3.1 Background

DIT has served Virginia agencies and institutions through an audio conferencing service that has been expanding since its inception. Educational and administrative meetings have grown from 519 in FY 1983 to 11,091 audio conferences in FY 2000. DIT's audio conference service has also grown from one to four audio bridges, which last year handled a total of 19 million minutes of conferencing.

DIT's existing system is composed of four audio bridges:

- ConferTech MBX located on the campus of ODU/Norfolk-remotely controlled from DIT/Richmond. 48 ports.
- ConferTech MBX located at WNVC/Falls Church-remotely controlled from DIT/Richmond. 44 ports.
- ConferTech Tempo MB-located at DIT/Richmond. 68 ports.
- ConferTech Allegro XCS-located at DIT/Richmond. 168 ports.

The need for a new audio bridge arises from the following factors:

- The manufacturer of the existing bridges no longer supports the 3 products, and is phasing out support for the fourth unit.
- Technology, such as data conferencing, is impossible or impractical to implement on current platforms.
- Demand for audio conferences continues to rapidly increase, and expansion of old format equipment is neither cost effective nor practical.

Of these audio ports, 58 are currently configured as ring-down or hoot-n-holler lines, set up as hard-wired, or data circuits to the bridge. These lines are supplied to our current bridges without signaling.

To comply with the State's electronic government initiative, DIT seeks to add data conferencing and other web-based features such as reservations and participant notifications as part of this procurement.

3.2 Pricing

Pricing is determined from the information submitted in the Price Schedule, Section 6 of this document.

3.3 Acceptance

See the attached Terms and Conditions for Acceptance.

SECTION 4: MANDATORY REQUIREMENTS

4.1 Audio Conference Bridge Specifications:

a. Minimum capacity:

1. Must include 250 ports installed expandable to a minimum of 600 ports
2. Operator configurable conference groups must equal a maximum of total-ports / 2 and at a minimum, one bridge-wide conference group. Ex. a 250-port bridge must provide a minimum of one conference group and a maximum of 125 simultaneous conferences.
3. Bridge must allow simultaneous automatic, operator-dialed or mixed conferences in any combination, exclusive of ring-down lines.
4. Bridge must support ring-down/hoot-and-holler/dedicated audio lines arriving without signaling.

b. Telco Interface:

1. Telco interfaces shall include direct connect to T1, or if channel banks are required, they shall be provided by the Contractor.

c. Sub-conferencing:

1. Any conference group must provide for sub-conferences to break off from and rejoin the full conference on DTMF command from the moderator or by operator control.

d. Automatic conferencing:

Capability must include the following, minimum features:

1. Passcode conferencing with bridge-delivered voice prompts for participants
2. Conference lock/unlock activated by moderator/participant DTMF tones
3. Q/A, polling and voting viewable by conference operators

e. Operator attended conferencing:

Capabilities must include the following minimum features:

1. Operator dial-out
2. Operator escort of participants into conferences
3. Operator intercept of inbound calls for placement into conferences
4. Conference lock/unlock

f. Reservation system:

1. Programmable conference reservation system must be capable of storing data for conferencing at least one year in advance.
2. Automatic and operator-dialed reservations must be able to be saved and automatically launched by the bridge on a 24-hour basis from the reservation database.

g. Reports:

1. System must generate reports for system management.
2. System must provide conference detail reports.
3. Reports must be exportable to files in variable or fixed-length ASCII or DIF data formats that can be saved to 3.5" diskette.

h. Per port functions/features must include:

1. Mute – by operator or by participant using DTMF tones
2. Hold
3. Music hold
4. Visual talk-slot / talker indication at operator console
5. AGC and noise filtering
6. Tone on entrance/exit selectable by conference
7. Operator recall, ex. "Dial 0" to prompt operator to join a conference

i. Conference Recording:

1. Must include at least two, line level, analog audio outputs for real time conference recording to tape equipment and/or output to audio equipment such as mixers for including bridge audio in video applications.

j. Voice Prompts and Greetings:

1. Must include Bridge-wide and per-conference greetings.
2. Operator selectable and assignable, locally recorded greetings must be available so a general welcome message can be delivered to all callers and customized greetings and messages can be assigned to any or all conferences as needed.
3. Local messages must be recordable from a telephone handset at the bridge.
4. Must provide multi-level, variable-length, operator assignable PIN codes and voice prompts for passcode conferencing.
5. Line level music-on-hold input provision must be provided.

k. Conference Records:

Bridge must create and store conference detail records to include:

1. Conference date and start/stop times
2. Lines/ports in each conference along with each line's start/stop time

l. Hardware features must include:

1. Hot swappable operator and line cards
2. Remote diagnostics for manufacturer access to perform software upgrades and to diagnose system problems without interrupting ongoing conferencing
3. Accommodate hard-wired, ring-down (hoot) circuits as well as dial-up service on any port
4. DTMF detection and generation for each port

m. Operator Interface:

1. Must include Operator control of bridge functions via GUI interface.
2. Operator control must be provided over dial-up, independent LAN connection, and/or hardwiring.
3. Must provide for a minimum of 3 simultaneous operator positions with access to all conferences and lines.

n. Trade-in:

1. As part of this solicitation, the Commonwealth requires trade in of the 168-port ConferTech Allegro XCS bridge (serial #HC-5174) currently in service. **The Contractor shall provide the trade-in price in the appropriate block in Section 6 ("Price Schedule").**

o. Installation:

1. Contractor shall provide installation including all materials and wiring for a minimum of three local hardwired operator stations.
2. Contractor shall provide installation on a weekend date, mutually agreeable to both the Contractor and the Commonwealth, within 60 days after contract execution. Contractor shall remove the ConferTech Allegro bridge at no additional cost to the Commonwealth.

p. Warranty/Maintenance:

1. Minimum 1-year parts and service warranty must be provided on-site with 48-hour response time. See attached Terms and Conditions for Principal Period of Maintenance.
2. Price for first one-year maintenance period is to be included in Section #6 ("Price Schedule/Options"). See attached Terms and Conditions for Principal Period of Maintenance.
3. Options for additional one-year maintenance periods are discussed in the attached Terms and Conditions.

q. Training:

1. Contractor shall provide 8 hours of operator and routine operations and maintenance training, for up to 5 individuals, as part of the purchase. Training will take place at the COV site.
2. Contractor shall provide one year of unlimited telephone support.

SECTION 5: DESIRABLE REQUIREMENTS

a. Automatic Conferencing:

1. On-demand conferencing pre-programmable as needed
2. Q/A, polling and voting viewable by conference moderators via standard web browsers

b. Operator Attended Conferencing:

1. Q/A, polling and voting features viewable by conference moderator

c. Reports:

2. Billing system, if provided, should be able to bill conference minutes booked, or actual minutes used, at the customer's option.
3. Ability to import data for customer agencies
4. "Cost avoidance" calculations included in billing reports for customers. Cost avoidance is all of the costs the users would have incurred by attending a physical meeting.

d. Conference Recording:

1. Provision for delayed output of digital audio to analog tape for archiving of digitally recorded conferences
2. Capability for chairman control of taping during automatic conferences with start/stop/
3. On-board digital recording pause features and playback of conferences

e. Voice Prompts and Greetings:

1. Capability to import and use .wav or similar, digital audio files for voice prompts, greetings and messages

f. Conference Records:

1. Line information – dial in, 800 service, operator-dialed or ring-down (hoot) circuit,
2. Participant names/phone numbers/agency name and number
3. Billing information for each conference
4. Storing of billing records for one year, with the ability to output this information to storage and to re-import data as needed
5. Provide "cost avoidance" calculations

g. Operator Interface:

1. Operator control via IP connection

h. Data Conferencing:

Simultaneous Internet/IP data and audio conferencing should be provided on the same platform to include:

1. Chat facility between moderator and individual participants to be included with the data conference application
2. Web Browsing so a moderator has the option to display web sites to other participants using standard browsers such as Internet Explorer or Netscape
3. PowerPoint "push" from the moderator to participants over IP connections to allow slide presentations to be incorporated into audio conferences. A Chat feature so participants can send electronic messages to the moderator, another participant or group of participants over IP
4. Q&A feature so participants can notify the moderator that they have a question to raise in the audio conference
5. Any hardware, software or wiring required to enable Internet access connection to the bridge (from the wall out) should be provided by the Contractor.

i. Installation:

1. UPS equipment sufficient to ensure at least 10 minutes of continuous, uninterrupted operation upon power loss.
2. In lieu of 4.1.0.1, Contractor may provide all equipment and wiring for connection between bridge equipment and operator terminals (i.e. local area network supporting the bridge) as required to make the system fully operational.
3. The Commonwealth desires the installation to be "turnkey" (from the wall out).

j. Operator Workstations:

1. Supply three (3) personal computers for use as operator workstations.

k. Consulting Services:

1. Submit pricing (in Section 6) for hourly consulting and/or software development rates outside the scope of the Mandatory items and those Desirable items committed to by the Offeror.

l. Reservations:

1. On-demand web-enabled reservation capability.

m. Video Bridge:

1. The bidder may propose a video bridging solution.

SECTION 6: PRICE SCHEDULE

Audio Bridge Solution (Mandatory Items)
(Includes 1 year warranty, operator training and 1 year of unlimited
telephone support)

Installation

Trade-in of ConferTech Allegro Bridge
(Allegro XCS/168 port)

< _____ >

Total Evaluated Cost:

Options:

First Year Maintenance

Consulting Rate (Hourly)

Software Development Rate (Hourly):

Operator Workstations (each) _____ X 3

Data Conferencing Hardware/Software

Operator and Routine Operations and Maintenance Training

Additional Site Preparation/Installation

Additional Software Options (Section 5 "Desirables")

Video Bridging Solution

Section 7: MANDATORY CONTRACTUAL TERMS AND CONDITIONS

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

1. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. The Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Commonwealth shall furnish the Contractor with tax exemption certificates.

2. NON-APPROPRIATION

All Delivery Orders (DO's) for Products and Services and all payment obligations under this Agreement are subject to appropriated funds being available for expenditure for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding DOs shall be canceled without further obligation to the extent the affected Products or Services have not yet been duly delivered and accepted.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate the DOs for goods or Services dependent on such Federal funds without further obligation.

3. GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement and any disputes arising under it shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. AMENDMENT AND WAIVER

No amendment of this Agreement shall be effective unless it is in writing and signed by a duly-authorized representative of each party. Under no circumstance shall any term or condition on or in any invoice, package, license or other Contractor-supplied document be effective unless signed by the Commonwealth's duly-authorized representative. No representative of the Commonwealth has authority to increase the price of a fixed-price Contract by more than twenty-five percent of the Contract price or \$50,000, whichever is greater, without the advance written approval of the Governor or his designee.

No waiver of, or consent to, any breach shall be effective unless expressly made in writing and signed by the waiving or consenting party's duly-authorized representative.

5. CERTIFICATIONS

Contractor hereby certifies its compliance with the following acts, as amended: Virginia Fair Employment Contracting Act; Virginia Governmental Frauds Act; Virginia Public Procurement Act; and

Federal Immigration Reform and Control Act of 1986; Virginians with Disabilities Act; Americans with Disabilities Act; Federal Civil Rights Act of 1964.

6. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

7. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8. EMPLOYMENT DISCRIMINATION

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

9. CONTINGENT FEE WARRANTY

The Contractor represents and warrants that the Contractor has not employed or retained any company or person, except Contractor's regular, full-time employees, for the purpose of soliciting or securing this Agreement and has not given or agreed to give anything of value to any such company or person contingent upon the award or making of this Agreement. If either or both of the foregoing

representations is untrue, the Commonwealth shall have the right to terminate this Agreement without liability or, in its discretion, recover from the Contractor the full amount of any such contingent compensation.

10. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's Product or Services, and that such other party has agreed in writing that it has no objection thereto.

11. INFRINGEMENT ACTIONS

a. Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets protected by state or federal law if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Equipment, Software, materials or information prepared or developed in connection with performance of this Agreement. In such suit, Contractor shall satisfy any final award for any infringement.

b. The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Sections 2.1-122 and 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option, participate in the defense of the suit.

c. The Contractor shall not be required to indemnify the Commonwealth against any claim of infringement arising solely out of the Commonwealth's own specifications or design or solely from the combination of Equipment or Software furnished hereunder with any Equipment or Software not supplied by the Contractor.

d. If, in the Contractor's opinion, any Product or Service is likely to or does become the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

e. If the use of such Equipment or Software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Software, the Contractor agrees to take back the infringing Equipment, Software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one and one half (1 1/2) percent of the total paid for each month of use by the Commonwealth. This obligation is in

addition to the obligations cited in subparagraphs a. through d. of this Section entitled "Infringement Actions".

12. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the using agency or agencies receiving the goods or Services of the assignment and shall supply the using agency with a copy of the properly executed form. Any payments made prior to the using agency's receipt of such notification and form shall not be covered by this assignment.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

13. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

14. INVOICES

All invoices shall be rendered promptly after all Products and Services covered by the invoice have been accepted. All payments for maintenance Services shall be monthly in arrears unless otherwise stated in an Order or Attachment to this Agreement. No invoice may include any costs other than those identified in the executed Order or Attachment referencing this Agreement. Without limiting the foregoing, all shipping costs are the Contractor's responsibility, except to the extent such charges are identified on the executed Order or Attachment. Invoices shall provide at a minimum:

- 1 Type and description of the Product or Service;
2. Serial number, if any;
3. Charge for each item, and;
4. The Agreement Number or Order Number;
5. Contractor's Federal Identification Number (FIN);

Payment for maintenance Services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

15. PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of all Products or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Product or Service or the accuracy or correctness of any invoice. The Contractor shall notify the fiscal officer of the purchasing agency or institution of all invoices that are in excess of thirty (30) days old.

16. PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

a. pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or

b. notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11(2) of the Code of Virginia. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

17. THIRD PARTY BILLING

All goods or Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

18. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation

and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

19. LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

20. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

21. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME	ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Totals for Business Class _____ _____ _____

22. BUY OUTS - THIRD PARTY ACQUISITION OF CONTRACTOR'S SOFTWARE

Contractor shall promptly notify the DIT Contracts Manager in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired from

the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related Services shall not be affected in such event identified above even if the successor or assignee already has an Agreement with the Commonwealth covering Products and Services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's Agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

23. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

24. INSURANCE

By signing and submitting proposal under this solicitation, the offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. The offeror further certifies that it and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. **WORKER'S COMPENSATION** – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. **EMPLOYERS LIABILITY** - \$100,000
3. **GENERAL LIABILITY** - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Equipment and Completed Operations Coverage and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. **AUTOMOBILE LIABILITY** - \$500,000 – Combined single limit.

25. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

26. NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, Software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access Software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

27. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with this Contract, wherein the Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

28. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligation of the Contract and to provide the Services and furnish the goods contemplated therein.

29. AWARD NOTICES

Upon the completion of negotiations, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the Contract. All award notices will be posted on ASD's Web Page ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their proposal.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR PROPOSAL RESULTS WILL NOT BE HONORED.

30. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

31. RISK OF LOSS

The Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth.

32. AVAILABILITY OF EQUIPMENT AND SOFTWARE

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

33. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR

COMMONWEALTH OF VIRGINIA

Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

34. TITLE TO EQUIPMENT

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

35. EQUIPMENT CONDITION

All Equipment to be supplied by Contractor shall be new Equipment, except that used Equipment may be delivered if it is clearly identified as such in the proposal and prior to delivery thoroughly inspected, repaired as necessary, and warranted as equivalent to new Equipment. Contractor warrants that any such used Equipment will be acceptable to the manufacturer under its standard Equipment maintenance program and at standard rates. If such used Equipment is subsequently not accepted for such maintenance, Contractor shall be responsible for all costs associated with expeditiously repairing, improving or upgrading such Equipment to the level required by the manufacturer to make the Equipment acceptable to the Contractor under its standard maintenance program. All new and used Equipment proposed by Contractor must have been approved by Underwriters Laboratories or a recognized equivalent certification agency.

36. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of time to include delivery, installation, Equipment Acceptance, one year of warranty and one year of On-Site maintenance, collectively "Initial Term". At the Commonwealth's sole discretion, this Agreement may be extended for three one (1) year periods after the Initial Term. The Commonwealth shall issue a written notice to the Contractor thirty (30) days in advance, for any renewal period after the Initial Term.

37. PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement.

38. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

39. INSTALLATION RESPONSIBILITY

Except where otherwise expressly provided, "delivery" includes installation and delivery shall not be complete until, the Contractor completes installation of all Products, including, without limitation, shipping FOB destination, all unpacking, positioning and connection of such Products with internal utility Services, ready for acceptance testing. All Equipment installations shall comply with building and facilities standards established by the Commonwealth.

40. SITE PREPARATION

At least thirty (30) days prior to the scheduled delivery date, the Contractor shall provide the Commonwealth with any environmental specifications necessary to ensure the proper and efficient operation of all Products. All such specifications shall be in writing.

The Commonwealth shall prepare the site at its own expense and in accordance with all such environmental specifications.

Ten days prior to the scheduled delivery date, the Contractor shall, if Contractor deems it necessary, inspect the site and notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to the Contractor.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's responsibility.

41. DELIVERY DATE

The Contractor shall deliver the Products, ready for testing, by the delivery date specified herein. If delivery of all Products is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

42. COMMENCEMENT OF ACCEPTANCE TESTING

The Products shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful system audit or diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Products meet the minimum design capabilities specified by Contractor. If the Contractor certifies that the Products are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products and change the delivery date accordingly.

43. REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Products must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 98% or more, calculated over a period of thirty (30) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Product does not meet the standard of performance during the initial thirty (30) consecutive days, the acceptance period shall continue on a day-to-day basis until all Products concurrently meet the standard of performance for thirty (30) consecutive days.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days.

44. ACCEPTANCE

The Products shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after ninety (90) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach

45. RECORDS

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

46. SUPPLIES

The Commonwealth may obtain paper, tape, and other supplies from any source. All such supplies shall conform to the Contractor's published specifications provided to the Commonwealth prior to execution of this Agreement.

47. ON-SITE WARRANTY/MAINTENANCE OF EQUIPMENT

In this Agreement "On-Site Warranty/Maintenance" of Equipment shall mean: (1) all labor, parts and travel necessary to keep the Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; (2) Any necessary shipment and insurance costs, and (3) any Software/Firmware maintenance costs.

On-Site Warranty/Maintenance of Equipment shall not include electrical work external to the Equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. On-Site Warranty/Maintenance of Equipment also shall not include repair of damage resulting from transportation by the Commonwealth between Commonwealth sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

The maintenance prices listed in this Agreement include cost of Software/Firmware maintenance, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary for 98% effective performance. In those instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor shall be responsible for all costs of the Equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition. Only new standard part or parts equal in performance to new parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth..

48. PRINCIPAL PERIOD OF MAINTENANCE

The Principal Period of Maintenance (PPM), shall be Monday through Friday, 8 a.m. to 5 p.m. eastern time, Commonwealth holidays excluded.

49. RESPONSE TIME

During the PPM, the Contractor shall provide all On-Site warranty/maintenance service within forty-eight (48) hours after receipt of notification that a failure has occurred.

50. TERM OF ON-SITE WARRANTY/MAINTENANCE

Beginning on the date of acceptance, Contractor shall furnish twelve months of On-Site warranty Services for all Equipment purchased under this Agreement. The cost of such service shall be included in the purchase price.

Upon expiration of the initial twelve month On-Site warranty period, the Contractor shall provide On-Site maintenance of Equipment under the same provisions as On-Site warranty for one additional twelve (12) month period at the price delineated herein. In addition, the Commonwealth shall have the option of purchasing three additional twelve (12) month periods of On-Site maintenance Services. Maintenance increases for additional periods shall be effective on the anniversary date for each succeeding year. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If maintenance prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the maintenance Services at the lowest price available to any other customer.

51. COMMONWEALTH'S RESPONSIBILITIES DURING WARRANTY / MAINTENANCE

a. During any term of Warranty / Maintenance, Commonwealth personnel shall not perform or attempt repairs to the equipment except as authorized in writing by the Contractor.

b. The Commonwealth shall permit access to the equipment which is to be maintained, subject to the installation site's security regulations,

c. The Commonwealth may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.

d. The Commonwealth shall maintain the site in accordance with the equipment environmental specifications furnished by the Contractor.

52. CONTRACTOR'S MAINTENANCE POINT OF CONTACT

The Contractor shall provide the Commonwealth with designated points of contact and make arrangements to enable its maintenance representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

53. MALFUNCTION REPORTS

The Contractor shall furnish a signed malfunction incident report to the purchasing agency's operations manager upon completion of each maintenance call. The report shall, at a minimum include, the following:

- (a) Date and time notified
- (b) Date and time of arrival
- (c) Type and model number(s) of machine(s)
- (d) Date and time when Equipment is returned to operation
- (e) Description of malfunction
- (f) Signature of Contractor representative
- (g) Signature of Commonwealth representative

54. REPLACEMENT PARTS

The Contractor warrants that the availability of replacement parts for each Product shall be sustained for a minimum of seven (7) years following acceptance. This provision shall survive any termination of this Agreement.

55. RECONDITIONING

Contractor warrants that the Equipment provided under the terms and conditions of this Agreement shall not require reconditioning when such Equipment has been under warranty or a constant maintenance Agreement since the date of acceptance.

56. TRAINING

The Contractor shall provide training as delineated herein for five operational personnel to support the Commonwealth's use of the Products. Such training will be at a mutually agreeable Commonwealth location.

57. HARDWARE SPECIFICATION

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

58. SOFTWARE SPECIFICATION

Each Software Product shall conform to all specifications published or provided by the Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.

59. LICENSED SOFTWARE/FIRMWARE

For any Software/Firmware provided under this Contract, the Contractor represents and warrants that it is the sole owner of each Software Product or, if not the owner, has received all proper authorizations from the owner to license each Software Product, and has the full right and power to grant the rights contained in this Agreement. Contractor further represents and warrants that neither the Software Product nor its use will violate or infringe any patent, copyright, trade secret or other property right of any other person.

60. TERM OF LICENSE

For any License provided under this Contract, the Contractor represents and warrants that all licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the Software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the Software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support Services hereunder.

61. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have:

- a. Unlimited use of the Software Products on the machines for which it is acquired and on any replacement Equipment;
- b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
- c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
- d. The right to copy such Software for safekeeping or backup purposes;

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

62. SOFTWARE WARRANTY

Contractor warrants the operation of the Software Product identified in this Agreement for a minimum of twelve (12) months (or such longer period as may be agreed to) after installation. Software Products which fail to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming Software Product within five (5) calendar days after receipt of the returned Software Products. Warranty service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the Products in accordance with Contractor's published specifications.

63. MAINTENANCE AND SOFTWARE SUPPORT

Software maintenance support shall be included in all costs for Equipment Warranty/Maintenance. When requested by the Commonwealth, the Contractor shall always be responsive to maintenance requirements of the Commonwealth. Maintenance service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Maintenance charges shall include all travel, labor, and documentation. The Commonwealth shall have the option of purchasing, at later dates, additional one (1) year periods of maintenance and support after the expiration of the Initial Term. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If maintenance prices remain the same or decrease for the succeeding year, the State shall be afforded the opportunity to renew the maintenance Services at the lowest price available to any other customer. The ability to increase maintenance fees by the allowable amount shall not begin until completion of the second year of warranty/maintenance and support Services.

Section 8. DESIRABLE CONTRACTUAL TERMS AND CONDITIONS

The following terms and conditions are desirable. The Contractor may propose alternative language, but the basic form of the Agreement shall be retained. Contractors are requested to limit their proposed changes, if any, to those of a substantive nature.

1. SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and _____ (the "Contractor"), a _____ corporation having its principal place of business at _____ for the purchase of an Audio Conference Bridge (the "Product" or "Products", or "Equipment"), along with any required support services (the "Services") pursuant to the Commonwealth's Request For Proposal #2000-44, dated _____, 2001 (the "RFP") and the Contractor's proposal, dated _____, 2001 in response thereto. All Software and Firmware provided by the Contractor in conjunction with this Agreement, shall be considered an integral component of the Equipment and integral to the Equipment operation. This Contract represents the purchase of Telecommunications Equipment, removal of current Equipment, complete installation, one year ON-site warranty and one year ON-site maintenance, as described herein, then at the Commonwealth's sole discretion, additional On-Site maintenance.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "Equipment" shall include all associated hardware and software/firmware ("Software").

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. ENGINEERING CHANGES

Contractor may make engineering changes with the consent of the Commonwealth, provided there is no additional charge for the change and the Commonwealth is able to schedule the change to avoid material impact upon the daily operations of the Commonwealth.

4. PREVENTIVE MAINTENANCE

The Contractor shall specify in writing the frequency and duration of the preventive maintenance required for the Equipment ordered under this Agreement, and the Commonwealth shall specify the schedule for the performance of the preventive maintenance. This schedule may be modified by mutual Agreement.

5. MANUALS

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: _____

ATTACHMENT "A"
TO
AGREEMENT VA-01XXXX-XYZ
FOR THE
VIRGINIA DEPARTMENT OF INFORMATION TECHNOLOGY

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-01XXXX-XXX between XYZ and the Commonwealth of Virginia.

CONTRACTORS DO NOT ADD ANY INFORMATION TO THIS ATTACHMENT "A" AT THIS TIME. THIS ATTACHMENT WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS BETWEEN THE PARTIES TO THIS AGREEMENT.

LISTING OF ALL PRODUCT PRICES

LISTING OF ALL PRODUCT MAINTENANCE PRICES

SHIP TO BILL TO ADDRESSES

DELIVERY SCHEDULE

AGENCY POINTS OF CONTACT

ATTACHMENT "B"
TO
AGREEMENT VA-01XXXX-XXX
FOR THE
VIRGINIA DEPARTMENT OF INFORMATION TECHNOLOGY

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

PARTICIPATION BY SMALL BUSINESS

- A. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, but is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- B. List Small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12 -month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY SMALL BUSINESS

(Continued)

- C. Describe Offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that is () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY WOMEN

(Continued)

- C. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that is () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cases. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.
- B. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

(Continued)

- C. Describe Offeror's plans to involve businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

APPENDIX B

REQUEST FOR PROPOSAL 2000-44

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF INFORMATION TECHNOLOGY**

OFFEROR CLIENT REFERENCE FORM

Offeror Name: _____

CLIENT

Name of Firm: _____

Address: _____

Telephone Number of Contact: _____

APPENDIX C

DATA FIELDS REQUIRED for DIT BILLING of AUDIO CONFERENCES:

Field Name	Type	Length
Conference Date	Date	9
Agency Number	Numeric String	4
Activity Code	Numeric String	3
Reserved by	Text	30
Requester's Phone No.	Numeric String	14
Taken By	Text	30
Conference Type	Choice	9 (automatic, operator dialed or mixed)
Conference ID#	Text	7
AR (Ring-Down) or AT (Normal)	Text	2
Tape	Yes/No	3 (tape of conference requested)
Tape2	Number	2 (how many audio cassette tapes)
Tape Rate	Number	5 (cost per audio cassette)
Conference leader	Text	30
Conf. leader's city	Text	30
Conf. leader's Phone no.	Numeric String	14
Participants at leader's site	Number	5
Reserved Start time	Time	8
Reserved Stop time	Time	8
Ring-down Lines	Number	3 (# of ring-down lines in conference)
Tie Lines	Number	1 (# lines needed to connect bridges) Total
Lines	Number	3 (total # lines in the conference)
Long Distance Rate	Number	5 (long distance rate/minute)
Tape Fee	Number	5 (# cassette tapes x tape cost)
Service Charge	Number	8 (DIT service charge)
Long Distance	Number	8 (total long distance charges)
International	Number	9 (international long distance charges)
WATS	Number	9 (charge for DIT toll-free numbers)
Total Charge	Number	9 (total billable for this conference)
Mileage Avoided	Number	9
(Round trip miles from each participant site to conference leader's site.)		
Face to Face Cost	Number	10
(Face to face cost of same meeting: mileage, meals, lodging and pay during travel.)		
Participant Name	Text	30 (name of participant site)
Participant Phone no.	Numeric String	14
Participants at site	Number	5
Participant Start time	Time	8 (start time for this phone line)
Participant Stop time	Time	8 (stop time for this phone line)